

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT6407248

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECOND LIEN PATENT SECURITY AGREEMENT SUPPLEMENT
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Execution Date
HAYWARD INDUSTRIES, INC.	11/06/2020
GSG HOLDINGS, INC.	11/06/2020

RECEIVING PARTY DATA

Name:	BANK OF AMERICA, N.A., AS ADMINISTRATIVE AGENT
Street Address:	101 N. TRYON STREET
City:	CHARLOTTE
State/Country:	NORTH CAROLINA
Postal Code:	28255

PROPERTY NUMBERS Total: 44

Property Type	Number
Patent Number:	10557278
Patent Number:	10604955
Application Number:	16247442
Patent Number:	10575386
Patent Number:	10588200
Patent Number:	10731368
Patent Number:	10767382
Application Number:	15903202
Application Number:	15903365
Application Number:	15919915
Application Number:	15927412
Application Number:	16042646
Application Number:	16134359
Application Number:	16181063
Application Number:	16786765
Application Number:	16799577
Application Number:	16905661
Application Number:	16858454

PATENT

Property Type	Number
Patent Number:	7507332
Patent Number:	10253517
Patent Number:	10356875
Patent Number:	10407932
Patent Number:	10155538
Application Number:	15889849
Application Number:	17020488
Application Number:	16659733
Application Number:	17074326
Application Number:	16814289
Application Number:	16016442
Application Number:	16208458
Application Number:	16223500
Application Number:	16522362
Application Number:	15978888
Application Number:	16230260
Application Number:	16143679
Application Number:	16812037
Application Number:	15957482
Application Number:	15666912
Application Number:	62988266
Application Number:	63043621
Application Number:	63041207
Application Number:	62930304
Application Number:	63107380
Application Number:	63107364

CORRESPONDENCE DATA

Fax Number:

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

Phone: 2023704750

Email: ipteam@cogencyglobal.com

Correspondent Name: JENNIFER TINDIE

Address Line 1: 1025 VERMONT AVE NW, SUITE 1130

Address Line 2: COGENCY GLOBAL INC.

Address Line 4: WASHINGTON, D.C. 20005

ATTORNEY DOCKET NUMBER:	1290794 2L PT
NAME OF SUBMITTER:	THERESA VOLANO

SIGNATURE:	/Theresa Volano/
DATE SIGNED:	11/18/2020
Total Attachments: 8 source=5. Hayward - Second Lien Patent Security Agreement (Nov-6-2020) - Filing#page2.tif source=5. Hayward - Second Lien Patent Security Agreement (Nov-6-2020) - Filing#page3.tif source=5. Hayward - Second Lien Patent Security Agreement (Nov-6-2020) - Filing#page4.tif source=5. Hayward - Second Lien Patent Security Agreement (Nov-6-2020) - Filing#page5.tif source=5. Hayward - Second Lien Patent Security Agreement (Nov-6-2020) - Filing#page6.tif source=5. Hayward - Second Lien Patent Security Agreement (Nov-6-2020) - Filing#page7.tif source=5. Hayward - Second Lien Patent Security Agreement (Nov-6-2020) - Filing#page8.tif source=5. Hayward - Second Lien Patent Security Agreement (Nov-6-2020) - Filing#page9.tif	

SECOND LIEN PATENT SECURITY AGREEMENT SUPPLEMENT

SECOND LIEN PATENT SECURITY AGREEMENT SUPPLEMENT dated as of November 6, 2020 (this "Patent Security Agreement Supplement"), by and among Hayward Industries, Inc., a New Jersey corporation, and GSG Holdings, Inc., an Arizona corporation, (each, a "Grantor") and Bank of America, N.A., as administrative agent and collateral agent (together with its successors and permitted assigns in such capacities, the "Administrative Agent") for the Secured Parties (as defined in the Second Lien Credit Agreement).

Reference is made to that certain Second Lien Credit Agreement, dated as of August 4, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), by and among Hayward Industries, Inc., a New Jersey corporation (as survivor of the Merger (as defined in the Second Lien Credit Agreement) with Hayward Acquisition Corp., a New Jersey corporation) (the "Borrower"), Hayward Intermediate, Inc., a Delaware corporation ("Holdings"), the Lenders from time to time party thereto and the Administrative Agent.

Reference is also made to that certain Second Lien Pledge and Security Agreement dated as of August 4, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, including as supplemented by that certain Joinder No. 1 to Second Lien Pledge and Security Agreement, dated as of September 28, 2018, the "Security Agreement"), by and among the Borrower, Holdings, the other Grantors (as defined therein) and the Administrative Agent for the Secured Parties.

Reference is also made to (i) that certain Second Lien Patent Security Agreement, dated as of August 4, 2017, and (ii) that certain Second Lien Patent Security Agreement, dated as of September 28, 2018 (each as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, collectively the "Patent Security Agreement") by and among the applicable Grantors thereto and the Administrative Agent for the Secured Parties.

The Lenders (as defined in the Second Lien Credit Agreement) have extended credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. Under the terms of the Security Agreement, each Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional Patent Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Patent Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Patent Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor, and regardless of where located (collectively, the "Additional Patent Collateral"):

- (a) any and all patents and patent applications (including but not limited to the patents and patent applications listed on Schedule I hereto);
- (b) all inventions described and claimed therein;
- (c) all reissues, divisions, continuations, renewals, extensions and continuations in part thereof;
- (d) all income, royalties, damages, claims, and payments now or hereafter due or payable

under and with respect thereto, including, without limitation, damages and payments for past, present and future infringements thereof; (e) all rights to sue for past, present, and future infringements thereof; and (f) all rights corresponding to any of the foregoing, in each case, excluding any Excluded Assets.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional Patent Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Patent Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.


SECTION 4. Governing Law. This Patent Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Patent Security Agreement Supplement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

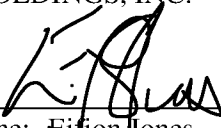
[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent Security Agreement Supplement as of the day and year first above written.

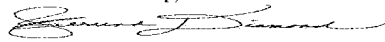
HAYWARD INDUSTRIES, INC.

By: 
Name: Eifion Jones
Title: Chief Financial Officer

GSG HOLDINGS, INC.

By: 
Name: Eifion Jones
Title: Treasurer

BANK OF AMERICA, N.A.
as Administrative Agent

By:  _____

Name: Gerund Diamond
Title: Vice President

SCHEDULE I

PATENTS / PATENT APPLICATIONS

REGISTERED OWNER / APPLICANT	PATENT NO. / APPLICATION NO.	ISSUE DATE / FILING DATE	TITLE
HAYWARD INDUSTRIES, INC.	10,557,278	2/11/2020	POOL CLEANER WITH CYCLONIC FLOW
GSG HOLDINGS, INC.	10,604,955	3/31/2020	IN-FLOOR SWIMMING POOL NOZZLE HOUSING WITH OUTER BEVELED EDGE
GSG HOLDINGS, INC.	16/247,442	1/14/2019	IN-FLOOR SWIMMING POOL DRAIN AND SUMP ASSEMBLY
HAYWARD INDUSTRIES, INC.	10,575,386	2/25/2020	Underwater LED Light With Replacement Indicator
HAYWARD INDUSTRIES, INC.	10,588,200	3/10/2020	Lighting System for an Environment and a Control Module for Use Therein
HAYWARD INDUSTRIES, INC.	10,731,368	8/04/2020	Swimming Pool Deck Jet System And Associated Methods
HAYWARD INDUSTRIES, INC.	10,767,382	9/08/2020	POOL CLEANER IMPELLER SUBASSEMBLY
HAYWARD INDUSTRIES, INC.	15/903,202	2/23/2018	Swimming Pool Cleaner
HAYWARD INDUSTRIES, INC.	15/903,365	2/23/2018	Swimming Pool Cleaner
HAYWARD INDUSTRIES, INC.	15/919,915	3/13/2018	Light With Expanding Compression Member
HAYWARD INDUSTRIES, INC.	15/927,412	3/21/2018	Systems and Methods for Sanitizing Pool and Spa Water
HAYWARD INDUSTRIES, INC.	16/042,646	7/23/2018	Universal Mount For A Variable Speed Pump Drive User Interface
HAYWARD	16/134,359	9/18/2018	MODULAR POOL/SPA

INDUSTRIES, INC.			CONTROL SYSTEM
HAYWARD INDUSTRIES, INC.	16/181,063	11/5/2018	UNDERWATER LIGHTING SYSTEM WITH BATHER DETECTION CIRCUITRY
HAYWARD INDUSTRIES, INC.	16/786,765	2/20/2020	POOL CLEANER WITH CYCLONIC FLOW
HAYWARD INDUSTRIES, INC.	16/799,577	2/24/2020	ACCENT LIGHTS WITH JUNCTION BOX CONTROLLER
HAYWARD INDUSTRIES, INC.	16/905,661	6/18/2020	Systems and Methods for Providing Network Connectivity and Remote Monitoring, Optimization, and Control of Pool/Spa Equipment
HAYWARD INDUSTRIES, INC.	16/858,454	4/24/2020	System and Method for Presenting a Sales Demonstration Using a Pool/Spa Controller User Interface
HAYWARD INDUSTRIES, INC.	7,507,332	3/24/2009	SWIMMING POOL CLEANER DEBRIS CONTAINER
HAYWARD INDUSTRIES, INC.	16/905,661	6/18/2020	Systems and Methods for Providing Network Connectivity and Remote Monitoring, Optimization, and Control of Pool/Spa Equipment
HAYWARD INDUSTRIES, INC.	10,253,517	4/09/2019	HYDROCYCLONIC POOL CLEANER
HAYWARD INDUSTRIES, INC.	10,356,875	7/16/2019	Underwater LED Light With Replacement Indicator
HAYWARD INDUSTRIES, INC.	10,407,932	9/10/2019	SWIMMING POOL PRESSURE CLEANER INCLUDING AUTOMATIC TIMING MECHANISM
HAYWARD INDUSTRIES, INC.	10,155,538	12/18/2018	POOL CLEANER MODULAR

			DRIVETRAIN
HAYWARD INDUSTRIES, INC.	15/889,849	2/6/2018	SYSTEMS AND METHODS FOR CONTROLLING CHLORINATORS
HAYWARD INDUSTRIES, INC.	17/020,488	9/14/2020	Power Supplies for Pool and Spa Equipment
HAYWARD INDUSTRIES, INC.	16/659,733	10/22/2019	Modular Wiring System For Actuators
HAYWARD INDUSTRIES, INC.	17/074,326	10/19/2020	Underwater Lighting System With Bather Detection Circuitry
HAYWARD INDUSTRIES, INC.	16/814,289	03/10/2020	Lighting System for an Environment and a Control Module for Use Therein
HAYWARD INDUSTRIES, INC.	16/016,442	06/22/2018	LAMINAR WATER FEATURE
HAYWARD INDUSTRIES, INC.	16/208,458	12/3/2018	Systems and Methods for Providing Network Connectivity and Remote Monitoring, Optimization, and Control of Pool/Spa Equipment
HAYWARD INDUSTRIES, INC.	16/223,500	12/18/2018	Chlorinators and Replaceable Cell Cartridges Therefor
HAYWARD INDUSTRIES, INC.	16/522,362	07/25/2019	Compact Universal Gas Pool Heater And Associated Methods
GSG HOLDINGS, INC.	15/978,888	05/14/2018	COMBINATION ULTRAVIOLET RAY AND OZONE WATER SANITIZING UNIT
HAYWARD INDUSTRIES, INC.	16/230,260	12/21/2018	SYSTEMS AND METHODS FOR DYNAMIC SANITIZATION CONTROL
HAYWARD INDUSTRIES, INC.	16/143,679	09/27/2018	Butterfly Valve
HAYWARD INDUSTRIES, INC.	16/812,037	03/06/2020	Underwater Light Having Programmable Controller And Replaceable Light-

			Emitting Diode (LED) Assembly
HAYWARD INDUSTRIES, INC.	15/957,482	04/19/2018	SYSTEMS AND METHODS FOR PROVIDING NETWORK CONNECTIVITY AND REMOTE MONITORING, OPTIMIZATION, AND CONTROL OF POOL/SPA EQUIPMENT
HAYWARD INDUSTRIES, INC.	15/666,912	8/2/2017	Sealing Device For An Immersible Pump
HAYWARD INDUSTRIES, INC.	62/988,266	03/11/2020	DISPOSABLE INSERT FOR STRAINER BASKET
HAYWARD INDUSTRIES, INC.	63/043,621	06/24/2020	DISPOSABLE INSERT FOR STRAINER BASKET
HAYWARD INDUSTRIES, INC.	63/041,207	06/19/2020	Systems and Methods for Optimizing Cable Size and Flexibility Using Inductive Power Couplings
HAYWARD INDUSTRIES, INC.	62/930,304	11/4/2019	Inline Pool/Spa Monitoring Device and System Including Pool/Spa Pump Operational Determination and Associated Methods
HAYWARD INDUSTRIES, INC.	63/107,380	10/29/2020	Swimming Pool/Spa Gas Heater Inlet Mixer System and Associated Methods
HAYWARD INDUSTRIES, INC.	63/107,364	10/29/2020	Systems and Methods for Mitigating Cable Twists for Underwater Cleaners